

Council owned Beach hut or Chalet

DATED Date tenancy will commence 2015

**THE DISTRICT COUNCIL OF ADUR or THE BOROUGH COUNCIL OF
WORTHING**

and

NAME OF LICENSEE

AGREEMENT

Relating to Beach Hut/Beach Chalet, address

AN AGREEMENT made on the xyz day xyz of xyz

BETWEEN

The District Council of Adur or The Borough Council of Worthing ("the Council")

and

Name, address of licensee ("the Licensee")

It is agreed as follows:

1. In consideration of the Licensee's undertakings the Council grants to the Licensee permission to use the beach hut ("hut") numbered x, at name of site and thereafter from year to year (unless determined). Use of the hut shall be in common with the Council and all others authorised by the Council and the Council shall retain control, possession and management of the hut.
2. The Licensee shall pay to the Council for such permission the sum of x to be paid on the signing of this Agreement. In any subsequent years such amounts as have been set by the Council are to be paid in advance by [1 April/ two instalments (first by 1 April and second by 1 July)/6 consecutive monthly payments by [set out payment dates] each year]. Any increase to the licence fee will be notified to the Licensee at least two months prior to 1 April in any given year.
3. The Licensee agrees as follows:
 - (a) To pay non domestic rates when demanded by the Council
 - (b) Not to use or allow to be used the hut other than for recreational purposes ancillary to the use of the adjoining beach
 - (c) Not to store or allow to be stored anything on the site, other than items ancillary to the enjoyment of the beach
 - (d) Not to store any flammable mixtures including gases
 - (e) Not to keep animals on the site or in the hut
 - (f) Not to bring onto the site any materials containing asbestos fibre
 - (g) Not to use or allow to be used the hut for the purposes of sleeping overnight. The hut shall only be occupied between sunrise and 11pm.
 - (h) Not to erect or allow to be erected any hoarding, advertising board, posters, or pictures on the hut without the consent in writing of the Head of Environment

- (i) Not to do or permit or suffer to be done any act or thing which is or may become a nuisance, annoyance or disturbance to the Council, to others in the neighbouring huts or to people passing by the site
 - (j) Not to carry on any trade, business, art or profession in the hut
4. That the Council its duly authorised officers or any other parties permitted by the Council shall be permitted to enter the site or hut at all times and for any purpose whatsoever
 5. The Licensee shall during the term of the licence at his own expense keep in a clean and tidy condition and free from rubbish the site and the hut to the full satisfaction of the Council
 6. The Licensee shall not make any alteration to the hut, or provide heating or lighting apparatus without the prior approval in writing of the Head of Environment
 7. The Licensee shall inform the Council of a change of their foregoing address within 14 days of the change
 8. Upon the expiration or if sooner the determination of the licence the Licensee shall immediately remove all items from the hut (save for any of the Council's fixtures and fittings), and leave both the interior of the hut and the surrounding land in a clean and tidy condition. In default of such removal and restoration being made within 28 days of the end of the Licence the Council will undertake this work at the expense of the Licensee. The Council will have a lien (without prejudice to other rights it may possess) upon any items remaining in the hut until all sums due from the Licensee under this Agreement are satisfied.
 9. If payments due under this Licence Agreement shall be unpaid for 21 days after the amount is due or if the Licensee defaults under any of the conditions in the Agreement the Council will determine the licence. The Council may change the lock/s on the hut. The Council will undertake this work at the expense of the Licensee. The Council will have a lien (without prejudice to other rights it may possess) upon any items remaining in the hut until all sums due from the Licensee under this Agreement are satisfied.
 10. The Licensee undertakes to indemnify the Council against all claims and liabilities whatsoever which the Council may incur by reason of the exercise or enjoyment of the licence.
 11. For the avoidance of doubt the Licensee is responsible for insuring the contents of the hut for perils including fire, theft and damage.

12. In the event of an unforeseen event e.g. an act of God, which results in the Licensee being unable to access the hut, then the Licensee will still be responsible for the payment of the licence fee unless the hut is not able to be accessed for more than 28 days. In that eventuality the Licensee should contact the Council to request a rebate on the licence fee, although any fee rebate will be at the sole discretion of the Council.
13. The Council will maintain the hut.
14. The benefit of this Licence is personal to the Licensee and cannot be assigned or sublet nor does it create a tenancy of the land or any other interest in the land subject to the rights granted by this Licence.
15. This Licence may be determined by either party giving to the other at any time one month's notice in writing. The notice shall be deemed as properly served if sent by way of ordinary pre-paid post and addressed to the Licensee at his last known address. Any notice to the Council shall be sent to Mr William Boyd at Adur District and Worthing Borough Councils, Parks and Foreshore, 9 Commerce Way, Lancing Business Park, Lancing, West Sussex, BN15 8TA by way of Recorded Delivery, Special Delivery, some other form of confirmed delivery or in person at the Council offices at Commerce Way.
16. The licence fee, if there is a period of time which has already been paid for after the end of the notice period, will be refunded to the Licensee by the Council only if and when the licence for the hut is granted to another licensee.
17. For the avoidance of doubt nothing contained or implied in this Agreement shall prejudice or affect the Council's rights, powers, duties or obligations in the exercise of its functions as a local authority.
18. For the avoidance of doubt the decision as to whether or not a licence shall be granted is at the sole discretion of the Council.

Signed by x

Job Title

Signed by x

Name of Licensee